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WRITER'S DIRECT DIAL

August 15, 2005

**VIA OVERNIGHT MAIL AND ECFS**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
9300 East Hampton Drive  
Capitol Heights, MD 20743

**Re: KSBW(TV), Salinas, California  
MB Docket No. 03-15  
Form 383 File No: BFRCT-20050815ACD  
Conflict Resolution Agreement and  
Contingent Facilities Modification**

Dear Ms. Dortch:

On behalf of Hearst-Argyle Stations, Inc. ("KSBW"), licensee of Television Station KSBW(TV), Salinas, California, and pursuant to the Commission's August 2, 2005, Public Notice, DA 05-2233, this letter shall serve as a supplement to the above-captioned FCC Form 383.

KSBW has entered into a negotiated conflict resolution agreement (the "Agreement") with KGO Television, Inc. ("KGO"), licensee of Television Station KGO-TV, San Francisco, California, pursuant to which KSBW has agreed to accept up to 7.8 percent interference on its post-transition Channel 8 digital facility from the post-transition Channel 7 digital operation of KGO-TV, and KGO-TV has agreed to accept

Ms. Marlene H. Dortch  
August 15, 2005  
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up 0.2% interference on its post-transition Channel 7 digital facility from the post-transition Channel 8 operation of KSBW.

A copy of the Agreement is submitted herewith. KSBW understands that KGO intends to file a public interest showing in support of the Agreement under separate cover.

While KSBW(TV) supports the Agreement and believes that the Agreement is consistent with the public interest, in the event the Commission does not approve the Agreement, KSBW(TV) respectfully wishes to reserve the right to maintain its first round channel election by modifying its facilities to reduce the predicted interference to a permissible level. Accordingly, KSBW has submitted a contingent facilities modification in Schedule B of the above-captioned FCC Form 383. The implementation and acceptance of the facilities modification by the Commission shall be contingent on the Commission's rejection of the Agreement. If the Commission approves the Agreement, KSBW respectfully requests that the Commission disregard the facilities modification.

If any questions should arise during the course of your consideration of this request, it is respectfully requested that you communicate with this office.

Sincerely,

BROOKS, PIERCE, McLENDON,  
HUMPHREY & LEONARD, L.L.P.



Coe W. Ramsey  
*Counsel to Hearst-Argyle Stations, Inc.*

Enclosure

cc: Nazifa Sawez, FCC (via regular mail)  
[form383@fcc.gov](mailto:form383@fcc.gov)



KGO-TV/DT

VALARI STAAR  
PRESIDENT & GENERAL MANAGER

August 10, 2005

Joseph W. Heston  
President and General Manager  
KSBW-TV  
PO Box 81651  
Salinas, California 93912

Dear Mr. Heston:

As you are aware, the Media Bureau of the Federal Communications Commission ("FCC") sent letters to KGO Television, Inc. ("**KGO Television**"), licensee of KGO-DT, and Hearst-Argyle Stations, Inc. ("**Hearst**"), licensee of KSBW-DT, notifying each station that its first round digital channel election resulted in impermissible interference to the other station ("**Channel Election Conflict Letters**"). In order to resolve these identified interference conflicts, and to preserve and improve service to the public to the extent possible, KGO Television and Hearst ("**Parties**"), are entering into this negotiated conflict resolution agreement ("**Letter Agreement**"). The Parties hereby acknowledge that it is in their mutual interest to resolve the interference conflicts in the proposed manner and that such resolutions serve as consideration for this Letter Agreement.

1. **Elections and Interference.** On February 9, 2005, KGO-DT elected to operate its post-transition digital television replication facilities on its current NTSC channel 7. The channel election conflict letter sent to KGO Television states that the facilities certified to and referenced in the KGO-DT FCC Form 381, FCC File No. BCERCT-20041105BCH ("**KGO Certification**"), would result in 7.8% predicted and impermissible interference to the channel election facilities certified to and referenced in the KSBW-DT FCC Form 381, FCC File No. BCERCT-20041105AAO ("**KSBW Certification**"). On February 10, 2005, KSBW-DT elected to operate its post-transition digital television replication facilities on its current NTSC channel 8. The channel election conflict letter sent to Hearst states that the facilities certified to and referenced in the KSBW Certification would result in 0.2% predicted and impermissible interference to the channel election facilities certified to and referenced in the KGO Certification. The Channel Election Conflict Letters provide KGO Television and Hearst with options for resolving their interference conflicts, such as entering into a conflict resolution agreement.

2. **Acceptance of Interference.** In consideration of KGO Television's agreement to accept interference, Hearst agrees to accept interference to KSBW-DT resulting from the KGO-DT facilities identified in the KGO Certification. In consideration of Hearst's agreement to accept interference, KGO Television agrees to accept interference to KGO-DT from the KSBW-DT facilities identified in the KSBW Certification. Proposed modifications of either Party's station which, if implemented, would result in interference to the service area population of the other Party's station beyond the interference agreed to herein, shall require the written and

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KGO-KSBW Interference Acceptance Agreement

August 8, 2005

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further consent of the other Party. KGO Television warrants that acceptance of interference from KSBW-DT will not compromise KGO Television's ability to serve KGO-DT's community of license as required by all relevant FCC regulations. Hearst warrants that acceptance of interference from KGO-DT will not compromise Hearst's ability to serve KSBW-DT's community of license as required by all relevant FCC regulations. The public interest will be served by the acceptance of this Letter Agreement by the FCC in view of the fact that each station will be able to continue operations on their long-time channels.

3. FCC Approval. The Parties hereby agree that, on or prior to August 15, 2005: (i) KGO Television will file with the FCC a Form 383 (First Round Conflict Decision Form) certifying that KGO Television has resolved the interference conflict with Hearst by executing this Letter Agreement; and (ii) Hearst will file with the FCC a Form 383 (First Round Conflict Decision Form) certifying that Hearst has resolved the interference conflict with KGO Television by executing this Letter Agreement. The effectiveness of this Letter Agreement shall be contingent upon the approval of this Letter Agreement by the FCC.

4. Miscellaneous. This Letter Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. This Letter Agreement constitutes the entire agreement and understanding of the Parties and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Letter Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof.

Please acknowledge your acceptance of the foregoing by executing the countersignature below.

KGO TELEVISION, INC.

By: 

Name: Valari Staab

Title: President and General Manager

HEARST-ARGYLE STATIONS, INC.

By: 

Name: Joseph W. Heston

Title: President and General Manager